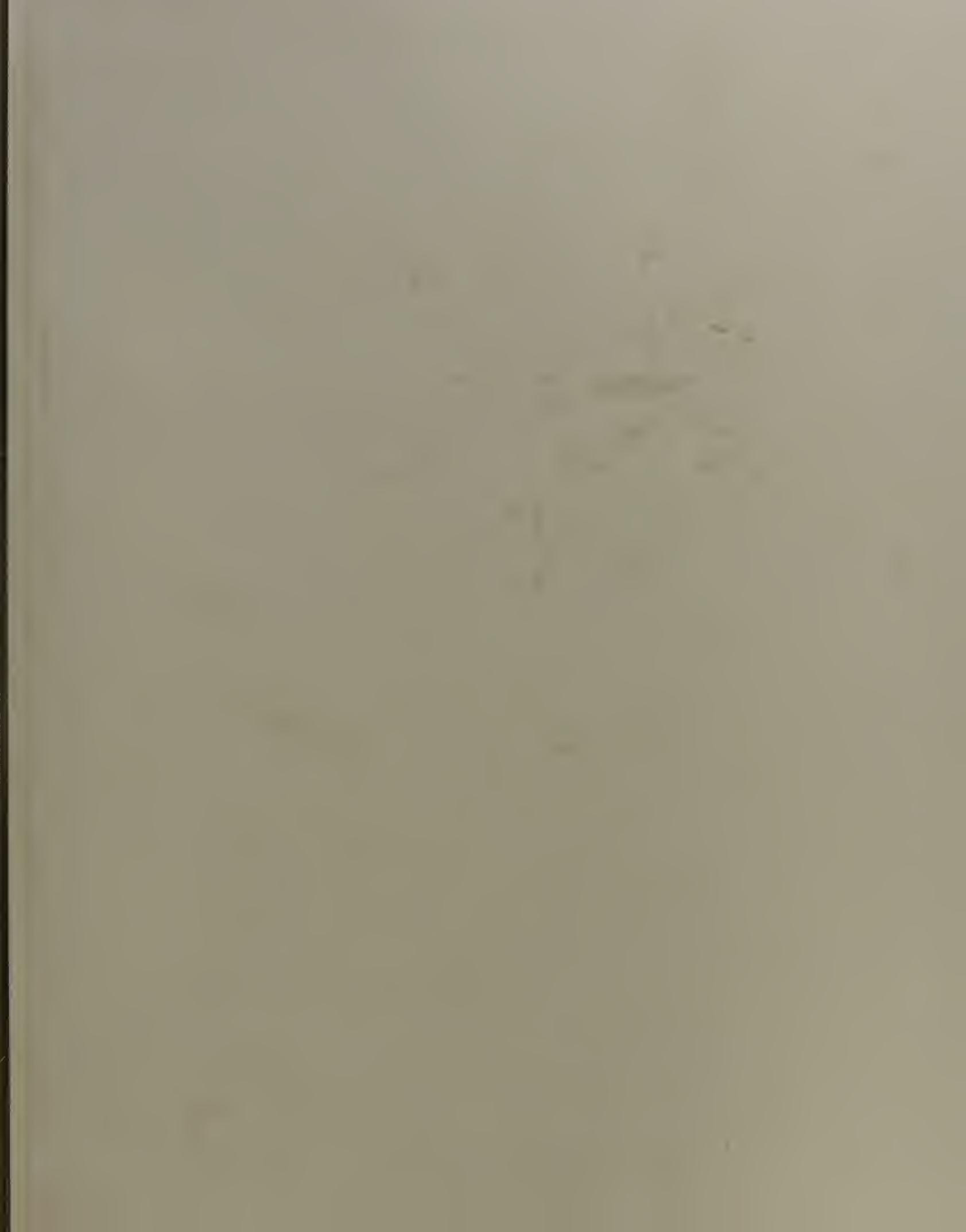
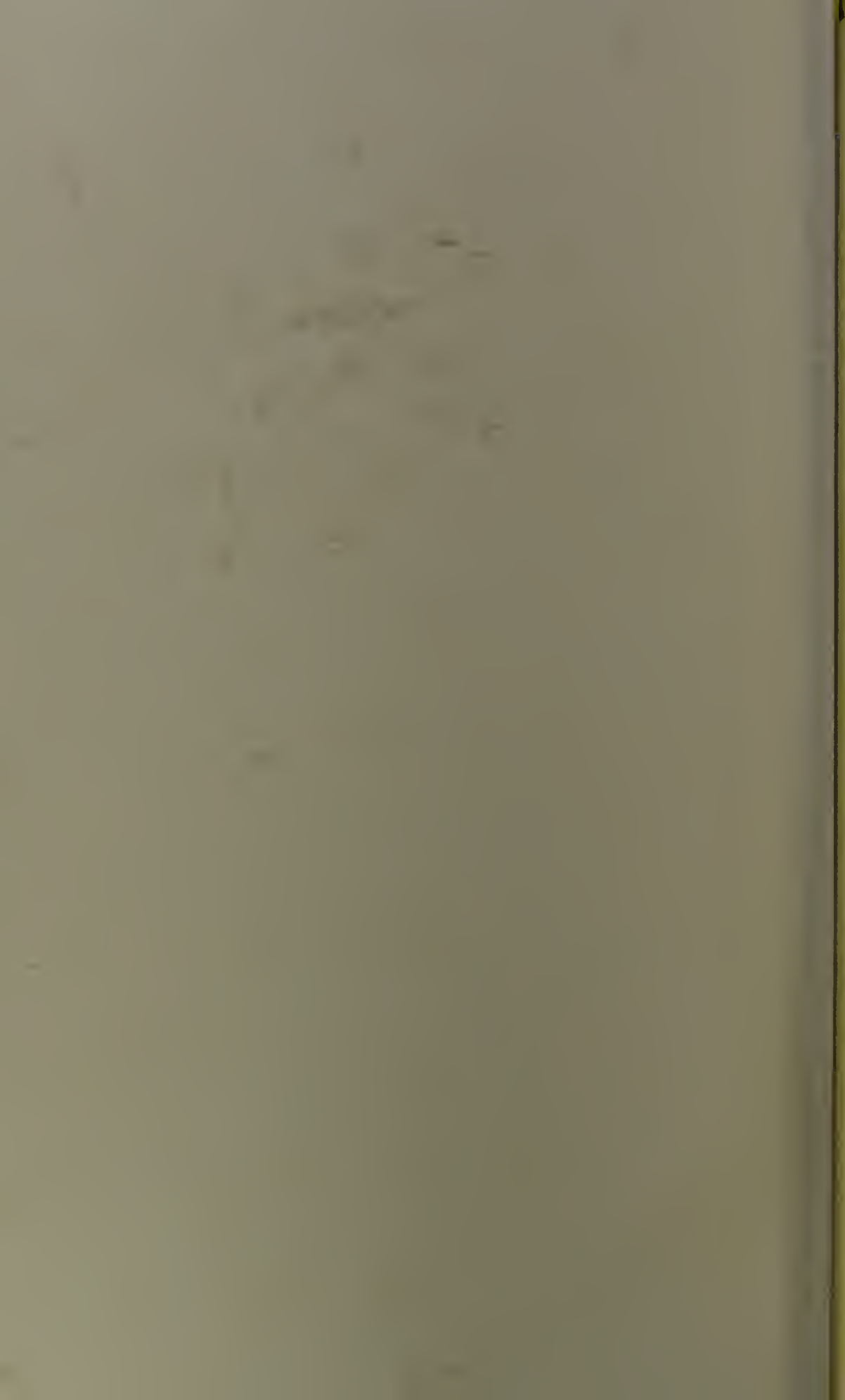






LETTER

TO

R. K. GREVILLE, LL.D.

BEING

AN ANSWER

TO

CERTAIN STATEMENTS CONTAINED IN A PAMPHLET
ENTITLED "SINGULAR SPECIMENS OF THE
EDINBURGH PRACTICE OF CRITICISM.

BY JOHN JOSEPH GRIFFIN,"

BY

JOHN HUTTON BALFOUR, M.D.

PROFESSOR OF MEDICINE AND BOTANY IN THE UNIVERSITY OF EDINBURGH.

EDINBURGH:

ADAM AND CHARLES BLACK, NORTH BRIDGE.

MDCCCLI.

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AN ANSWER to certain Statements contained in a Pamphlet
entitled "SINGULAR SPECIMENS OF THE EDINBURGH PRACTICE OF CRITICISM, by JOHN JOSEPH GRIFFIN,"

BY

JOHN HUTTON BALFOUR, M.D.

PROFESSOR OF MEDICINE AND BOTANY IN THE UNIVERSITY OF EDINBURGH.

EDINBURGH, 20TH AUGUST 1851.

My Dear Sir—When you permitted me, two years and a half ago, to dedicate to you my "Manual of Botany," I gladly availed myself of the opportunity to express, not only my regard for your eminence as a Botanist, but also my esteem for your character as a Christian friend. I little expected at that time that, in connection with the work in question, charges would be brought against me which would, if proved, render me wholly unworthy of your friendship. Such charges, however, have been made; and I know no one to whom I can more properly address my refutation of them than to yourself.

The person by whom I am attacked is Mr. John Joseph Griffin, the publisher of the Manual of Botany. The attack is contained in a pamphlet entitled "Singular Specimens of the Edinburgh Practice of Criticism," and consisting principally of

a letter addressed to me, which, though dated the 7th of June, I only received, and that in a printed form, on the 11th of July.

My duties in my class and in the University have prevented me from sooner noticing the various charges against me, contained in that letter and the documents accompanying it.

Even now, nothing is further from my wish than to enter into controversy; and had Mr. Griffin thought proper to confine his observations to the writings of those Edinburgh journalists, whose practice of criticism it is his avowed object to expose, I should certainly have left it to those gentlemen to defend themselves, had they thought it necessary to do so. When, however, he makes his attack on the Edinburgh critics, the channel through which to impugn my character for truth, honesty, and fair dealing, I cannot allow his allegations to remain unanswered; and I feel confident that a simple statement of facts is alone required, in order to prove that the charges so recklessly brought against me have no other foundation than gratuitous assumptions wholly inconsistent with the real circumstances of the case, and a skill in garbling correspondence almost unequalled in the annals of literary controversy.

The charges may be said to resolve themselves into four distinct accusations.

First. That I accepted Mr. Griffin's offer of a sum of money to write a book for him, and afterwards claimed the copyright as my own.

Second. That I refused to revise the work for a second edition on the terms proposed by Mr. Griffin, and that, when the second edition was published, I announced publicly that it had not been edited or corrected by me.

Third. That I wrote the work under a pledge to use it as my class-book, and to do all I could to promote its sale, and that, in violation of that pledge, I am engaged in the preparation of another text-book, intended to displace it.

Fourth. That a review of a second edition of my book, evidently written with a desire to destroy its sale, has appeared in a newspaper, to one department of which I usually contribute, and that I have neither disowned this review nor declared my disapproval of it.

Some of these charges might be true, without involving any moral delinquency on my part; others of them, however, are of a

most serious and criminatory nature. I have some observations to make on them all.

I. The question regarding the copyright may be very shortly disposed of. My correspondence with Mr. Griffin commenced in January 1847, when he wrote, asking me to undertake the translation of *De Jussieu's* Elementary Treatise on Botany, as one of a cheap issue of books on Natural History. I stated in reply, that I had long intended to bring out a cheap text-book for students, and that Mr. Griffin's proposal seemed to me the means of accomplishing this object. I distinctly added, "in accepting the proposal I shall feel myself at liberty to make some modifications. In fact, I shall take the *Cours Élémentaire* as the groundwork, and upon it form my text-book." In subsequent verbal communications, the price that was to be paid to me (£200), and the form that the book ultimately assumed, were settled. The only part of *De Jussieu's* volume that was translated, was the description of the wood-cuts, which, having been taken from that work, I deemed it right to explain in the author's words. In other respects, the Manual of Botany was an entirely original work, and embraced many important subjects not treated of by *De Jussieu*. It is not pretended, that in the negotiations between Mr. Griffin and myself, any thing was said on the subject of copyright. What that gentleman's expectations may have been on that subject, I have no means of knowing. I can only answer for myself, that I never contemplated parting with the copyright of the work. To have done so would have been the height of imprudence on the part of any teacher of a progressive science such as Botany. Accordingly, I was much surprised when, on the completion of the work, Mr. Griffin claimed the copyright as his; and with all deference to his greater experience in such matters, I still think that no sufficient foundation for his claim is to be found, either in the circumstances under which the book was written, in the price paid for it, or in the provisions of the Act of Parliament on the subject. When Mr. Griffin states, that the idea of the Manual of Botany originated with him, he can only mean, that his letter to me in January 1847 was the immediate cause of my projected text-book for students being published by him. Had I not received that letter, it is not likely that I would have selected Mr. Griffin as my publisher, though I had not then the same reasons that I now have,

for avoiding all transactions of the kind with him. But that the enterprise was his—not mine, is disproved by the circumstance, that the Manual of Botany is a totally different work from that which Mr. Griffin contemplated. His proposal to me was to write a translation of *De Jussieu's Botany*, as one of a series of cheap text-books. No terms in which I could have accepted this proposal would have given him a copyright of any value in the proposed work, as any one could have written another translation; and such a translation has in fact been published by Van Voorst. But, instead of accepting his proposal, I offered to write, and actually wrote, an original work, quite disconnected from any series of translations, the idea of which seems in fact to have been abandoned; and it was of this original work that Mr. Griffin afterwards claimed the copyright. With regard again to the price paid to me for the Manual, I do not pretend to be so learned in the mysteries of the trade, as to know the exact amount of profit which a respectable publisher is entitled to expect on such an undertaking. I have been told, however, that at least two thousand copies were printed, and I know that all, or nearly all of these were sold within eighteen months. I know also, that the selling price was twelve shillings and sixpence, so that, making every allowance for the other expenses which Mr. Griffin may have incurred, I cannot admit that, by paying £200 for an unlimited edition, he made so ruinous a bargain as he now wishes the public to believe. It is, at all events, sufficient for my vindication, that when I agreed to accept of that sum, I never conceived that I was parting with the copyright. Nor can my understanding of the matter excite surprise in any unprejudiced mind, when it is considered how carefully the law provides, that in the absence of any special bargain to the contrary, the copyright of every book shall be the property of the author. The Copyright Act 5 and 6 Vic., cap. xlv., expressly enacts (sec. 3), "That the copyright in every book which shall, after the passing of this Act, be published in the lifetime of its author, shall endure for the natural life of such author, and for the further term of seven years, commencing at the time of his death, and shall be the property of such author and his assigns." Mr. Griffin and his advisers probably found their pretensions on the 18th section of the Act, which provides that the publisher of a work shall in certain circumstances enjoy the same rights "as if he were the actual author thereof;" but

if so, they have overlooked the fact that this provision applies only to works composed "on the terms that the copyright therein shall belong to such publisher." It is not pretended or alleged that the bargain between us was conceived in any such terms as these; and when Mr. Griffin pleads, that whatever I *contemplated* regarding the copyright, I certainly never *bargained* for it, he unintentionally, perhaps, throws upon me the obligation of expressly stipulating for what, by the terms of the Act of Parliament, was already mine, and of which I could not be deprived without express stipulation on his part.

It is not necessary that I should refer in detail to the correspondence to which the unexpected claim of copyright by Mr. Griffin gave rise. But I may be allowed to quote two letters of mine on the subject, for the purpose principally of shewing the very unfair use which has been made of this correspondence on another part of the case. In answer to Mr. Griffin's first claim to the copyright of the Manual, I wrote as follows:—(19th March 1849.)—"I am not a little astonished at the contents of your letter, and at its tone. In the bargain which I made with you verbally, I never contemplated giving up the copyright of my work for the sum of £200. You recollect surely, when you suggested that I should make it a translation of Jussieu's work, I objected, in the same way as Dr. Fleming did, when you consulted him about a geological manual; and I told you that I would make the work my own text-book, and that I would arrange it in the way I thought best for the purposes of teaching. I also mentioned that additional wood-cuts besides those of Jussieu's would be required; to all these conditions you agreed; and I remarked that you distinctly stated, that in the event of a second edition, a new bargain would require to be made. Had I contemplated giving up the copyright, I would have made a different arrangement, and would never have left myself at your mercy in regard to the work which I intended should be my own text-book."

Again, on the 3d of April 1849, I wrote:—"I received on Saturday yours of the 28th. The mode in which you propose to solve my objections to giving you the copyright of my book, would, in my opinion, be making matters worse; for you would not only take the copyright, but you would chain me down (which the mere possession of a copyright would not do) to use no other work for my class, whatever the price of it might be; (and I see

you have already added to the price originally contemplated). I must repeat that, in the verbal communication which I had with you in regard to my botanical text-book, when you were in Edinburgh, I never contemplated making over to you the copyright of the work. No teacher of a progressive science would ever think of such a thing, nor have I the slightest intention of doing so; and you as a bookseller must have known well, that without an express written covenant, an author could not be deprived of the right. You could never have contemplated obtaining a copyright by your original plan of having a translation of Jussieu's work.

"The proposal to print a text-book for my class was my own, and you gave in to it—offering the same sum which you had done for a translation. Moreover, you proposed to print a large edition of 3000. In these circumstances, I did not consider the sum offered as too great for the labour connected with the edition, and as little do I now. But if the right to throw off a larger edition, and to obtain a given period, say five years, to sell off, will satisfy you, I will not be indisposed to entertain any fair proposal of that sort. I also think it right to tell you, that it is my full intention honestly to promote the sale of the book, not only by using it as my own text-book, but by endeavouring to get my friends to recommend it."

The correspondence of which these letters formed part, was closed on the 23d July 1849, by Mr. Griffin agreeing to a proposal of mine to submit the question in dispute between us to the decision of Mr. Serjeant Talfourd. That gentleman having been raised to the Bench, it was agreed that our respective solicitors should select another referee to act instead of him; but, after a delay of eight months without any practical result, my friends at length advised me to end the dispute by resigning the copyright, and write a new text-book for myself. I accordingly signed a receipt in the following terms, just as proposed to me by Mr. Griffin:—"Edinburgh, 9th April 1850.—Received of John Joseph Griffin and Charles Griffin, publishers in London, the sum of £200 sterling, on the terms that I assign to them, as I hereby do, my interest in the copyright of a work entitled 'A Manual of Botany,' founded on the model of *De Jussieu's Cours Élémentaire de Botanique*, and consisting, in part, of a translation of that work undertaken at their request; and I authorise them to pub-

lish the said work on their own account, in any manner they think fit, and to enter themselves in the Registry Book of the Stationers' Company of London as the proprietors of the said copyright." (Signed) "J. H. BALFOUR." This receipt was transmitted to Mr. Griffin; and the £200 originally agreed on was at last paid to me. Indeed, I saw clearly that I must either forego the copyright, or maintain it by a lawsuit; and it need scarcely occasion surprise, if I preferred the former alternative, even although I had received a decided professional opinion that the view which I had taken as to my legal rights was the correct one. Accordingly, my solicitor, in transmitting the receipt, expressly stated in my name, that when I wrote the Manual, I had not the slightest intention of parting with the copyright, and by no means conceived that I did so by anything which had previously passed between Mr. Griffin and me.

II. The terms of the receipt which I have just quoted, naturally lead me to the consideration of the second charge made against me in Mr. Griffin's pamphlet, that I refused to edit the second edition of the Manual, and afterwards announced publicly that I was not responsible for it. In reference to the first part of this charge, it might be sufficient to remark, that while my impression decidedly was that Mr. Griffin had stated "that, in the event of a second edition, a new bargain would require to be made," his assertion, on the other hand, is (Pamphlet, p. 17)—"I do not believe that one single word was said by either of us respecting a second edition;" and again he admits—"I do not claim the right of calling upon you to do anything further to the work after you have once completed it, without paying you a reasonable sum for what you may have to do." Now, it will scarcely be contended that the question, what was a reasonable sum for editing a second edition of the book? was one to be determined solely by Mr. Griffin; and I utterly deny that he would have any right to complain, were I to content myself with stating, that the pecuniary terms on which it was proposed that I should undertake that labour, were not such as I chose to accept. But the fact is, that the question was never with me, in any respect, a pecuniary one. In one of my first letters to Mr. Griffin, I stated (27th March 1849), "The question of copyright, to me, is one I am disposed to view only in as far as it may affect the elucidation of the subject I teach." So, also, on the 9th April

1849, I wrote to him, "I have already told you explicitly that I cannot part with the copyright of my book, and to this determination I must adhere, not so much on account of supposed pecuniary benefit, as that I might have the entire control of my text-book." And when, about two months after receiving the assignation of the copyright, he wrote to ask whether it would be agreeable to me to revise the work for a second edition, and if so, upon what terms, I answered (20th June 1850), "I have resolved to have nothing to do with the Manual of Botany. I am making preparations for an elementary work on botany, over which I am to have complete control. I shall never give my name to any work of which I do not retain the copyright, and I certainly would never have written the Manual had I not supposed that such was the case in regard to it."

It will be observed that the intention which I thus announced, of writing a new text-book, was in accordance with the advice under which I had acted in surrendering the copyright of the Manual. By acting on that advice, I was imposing on myself an immense amount of additional labour. It might be that I was making a considerable pecuniary sacrifice. But I was resolved at all hazards to protect my own professional reputation, and promote the interests of the science I am appointed to teach. This I felt I could not do, unless the book which was to be the exponent of my own views, and the guide to my class in their botanical studies, was entirely in my power, with full liberty to revise and re-edit it, whenever I might think proper to do so. And as I had most unexpectedly found a difficulty in retaining that liberty in regard to my Manual of Botany, I determined to have nothing more to do with it or its publisher, but to prepare a new text-book for myself. I need not now refer at length to the various attempts made on the part of Mr. Griffin to induce me to alter my views. It is quite true that he offered me at one time £100 to revise and edit a second edition of the Manual, of which, however, he was to retain the copyright. And another of his proposals was, that I should receive for editing a second edition £50, and for a third, one shilling per volume on all that were printed, and that at the end of three years after the publication of this third edition, the copyright should be assigned to me gratis. It is to be observed, however, that this last proposal (which was the only one holding out any prospect of my ever

regaining the copyright) was trammelled with the condition that Mr. Griffin should be entitled to bring out the work in the Encyclopædia Metropolitana, with no restriction upon the number of copies to be so published. To such an arrangement it was of course impossible that I should consent, as the publication of a second edition of such unlimited extent, would have destroyed all likelihood of a third edition being ever called for, and would have effectually debarred me from preparing a third edition, if the interests of science or the purposes of my class required it, without taking off the publisher's hands whatever copies of the second edition and of the Encyclopædia might remain unsold. To prove, however, that I was not influenced by mereenary motives, and was willing to make any reasonable concessions in order to maintain the full control of my own book, it is only necessary that I should refer to the last proposal made by me on the subject. Mr. Charles Griffin, the nephew and partner of my present assailant, had opened a communication with me on the subject of the Manual through a mutual friend, and to that gentleman I wrote as follows (7th November 1850). "I wish the copyright now to revert to me, upon my entering into an agreement to give you the exclusive right of printing and publishing the manual for five years, to correct and edit a second edition, and should the second edition be sold within five years, to correct and edit a third edition. During these five years you are to be allowed to print as many copies of the Manual as you please, and during these five years I am to be bound to use the book as my text-book, to do all I can for it in its corrected and revised state, and not to bring out any work to supersede it. When the five years have expired, I am to be left completely unfettered as regards the work. For correcting and editing, within the time allowed, the second edition, I would expect £100. If a third edition is required before five years, I would expect £60 more for my labours." In place of the sums so stated, I afterwards (16th Nov. 1850) agreed to accept £75 for a second edition, and £50 for a third, if required. But, in a subsequent part of the same letter from which I have just quoted, I added, "I am willing, should my previous proposal not meet your views, upon being reinstated in the copyright, *to correct and edit a second edition of the Manual for nothing*, and to give you two years to sell it off, I being bound for these two years in the same way as has been

proposed for the five." This proposal, which was certainly sufficiently liberal on my part, Mr. Griffin thought proper to decline; and a second edition of the *Manual of Botany* was announced for publication without any further communication with me.

That Mr. Griffin, having obtained the copyright of the work, was entitled to publish for his own benefit as many editions of it as he pleased, I do not of course deny. Neither do I dispute his right to employ whom he pleased in editing the second, or any future edition. I by no means assert that the first edition was free from errors; on the contrary, I am rather surprised that these errors were not more numerous than they really are, considering that the work was printed in Glasgow, at a time when I was engaged in the preparation and delivery of two separate courses of lectures in Edinburgh. That these errors should be corrected in a second edition, was no more than what both I and the public had a right to expect. But much more than this was necessary to bring the book up to the actual state of botanical knowledge. During the two years and a half that had elapsed since the First Part of the *Manual* was printed,* many important discoveries had been made in different departments of the science. And, while the work had been received on its first appearance with a degree of favour, for which I feel highly grateful, various suggestions for its improvement had been made, in the most friendly spirit, from quarters to which the highest possible deference was due. In these circumstances, it cannot excite surprise, that well knowing the alterations and additions which the *Manual* required, and, ignorant who the person might be to whom the task of re-editing it was to be committed, I felt anxious, in the first place, that my responsibility for the book should be limited to that part of it which was really mine; and, in the second place, that any omissions in the new edition should not be laid to my charge. With these views, I wrote to Messrs Griffin and Company (21st November 1850,) requesting that, in common courtesy, and for the sake of my credit, they would preface their contemplated edition of the *Manual* with a statement to the effect, that it had been neither corrected nor edited by me. I added, "I trust also that the present preface, if retained, will be marked

* The Structural and Physiological Part was printed during the spring and summer of 1848.

‘Preface to the First Edition,’ and that the dedication to Dr. Greville will be either omitted, or marked in a similar manner.”

The reply which I received from Messrs. Griffin was, that “in any matter that will not prove injurious to the capital we have invested in the Manual of Botany, we shall be glad to do any thing that will give you satisfaction;” and this was followed by the appearance of a second edition of the book, with no name but mine on the title page, no alteration on my original preface save the omission of the date, and no single indication that any hand but mine had been employed in its revision, with the exception of about two pages towards the close of the volume, placed within brackets, and bearing the signature “Editor.” Nor was this all. On cursorily examining the book, I discovered that not only did the errors pointed out by friendly critics remain uncorrected, but that no attempt had been made to follow the progress of botanical science during the last two years; while the most important change introduced was one, which I not only could not sanction, but felt that it would be absolutely necessary for me to disclaim. In these circumstances I did for myself, what the publishers had unwarrantably, as I think, refused to do for me, and announced publicly, both at a meeting of the Botanical Society, and in my class, that the edition had not been corrected nor edited by me, and that I was not responsible for it. Whether, as has been reported, I used the additional words, that I had not “sanctioned its publication,” I cannot pretend to say. If I did say so, I said no more than the truth; for it is surely a most unwarrantable straining of language to maintain that, when in assigning to Messrs. Griffin the copyright of my Manual, I authorised them “to publish the said work on their own account in any manner they think fit,” I thereby sanctioned, what I can call nothing else than a deception practised on the public, by the publication under my name, and in a form which must lead its readers to suppose that it has been corrected by me, of a second edition of my book, with errors uncorrected, and omissions unsupplied, and containing views from which I decidedly dissent. Under the authority which they received from me to publish the work, in any manner they thought fit, the Messrs. Griffin were entitled to bring out as many new editions as they pleased. They might have made such new editions mere reprints of the original work, taking care to let the public know that this was all they professed to be. Or they

might, without any complaint on my part, have introduced into the work such additions or alterations as they thought proper, had they only, by giving the editor's name, or in any other way, made it evident that for such changes I was not responsible. But that they were entitled, by anything that had passed between us, to hold me out to the public as having revised and edited the second edition of my book, when that edition was so defective in regard to the additions which I conceive it ought to have contained, and when the principal alteration made in it was what I regard as a gross Botanical error, I utterly deny. Nor will it, I think, be generally considered, that any sufficient apology for the conduct of Messrs. Griffin in this matter, is afforded by their own explanation of the motives by which they were actuated. In his letter to me of 23d April 1849, quoted at length in the appendix to his pamphlet, Mr. John Griffin refers to the advantage which he supposes to be derivable from the influence of my name as a Professor, and the benefit of the sale arising from the book being a University class-book. And it will be recollected, that my request to have the second edition prefaced with a statement that it had not been corrected or edited by me, was met by an expression of willingness to meet my views "in any matter that would not prove injurious to the capital invested in the Manual of Botany." In other words, Messrs. Griffin were of opinion, whether rightly or wrongly, it is not for me to say, that the sale of the work would be promoted, and their profits increased, by its being supposed by the public that I had revised the second edition, and intended to use it as my class-book, and *therefore* they refused to let the public know that neither of these things was in fact the case. I ask any candid man to say, whether, in these circumstances, Mr. Griffin or I am the aggrieved party?

III. The gravest charge made against me by Mr. Griffin relates to my declared intention to publish a new text-book in violation, as is alleged, of a pledge made by me to use the Manual of Botany for that purpose. That I gave Mr. Griffin a pledge to this effect, is asserted over and over again in his pamphlet. Thus his fourth sentence bears—"when you agreed to write the work, you pledged yourself to me to use it for your text-book, and to do all you could to promote its sale." Again, on the same page, he speaks of my book as "the Manual that you wrote for me for

money, under the pledge to use it as your class-book." So also, in a letter to the conductors of the Monthly Journal of Medical Science, he says, "I asked Professor Balfour to write a volume. I offered him £200 for his labour, and he agreed to the bargain, accompanying the agreement with a pledge to use the book to be written as his class-book." And, in a letter to myself, dated 27th June 1850 (Pamphlet, p. 19), he says, "I must recal to your recollection the fact that, when you undertook to write the Manual, you pledged yourself decidedly, I think sincerely, to use the work as your text-book." In another part of the same letter he asserts, "the pledge to use the Manual as your class-book was as specific a portion (of our bargain) as the pledge to write it." And again, "that pledge was repeated a dozen times in your letters." Now, in the face of these reiterated assertions, any one will be surprised to be told, that neither at the period of our original bargain, nor at any other time, did I ever pledge myself to Mr. Griffin to use the Manual of Botany as my text-book. It will scarcely be pretended that any such pledge is contained in my first letter (4th January 1847) where I state, "I have long intended to bring out a cheap text-book for students, and your proposal seems to me the means of accomplishing this object." And again, "in accepting the proposal, I shall feel myself at liberty to make some modifications. In fact, I shall take the *Cours élémentaire* as the groundwork, and upon it form my text-book." These words, no doubt, express the *intention* I at that time entertained, to use the Manual for the purposes of my class, as was very natural, considering it to be my own book, and under my own control. In point of fact, I did so use it, and did everything in my power to promote its sale. But that either then, or at any other time, I came under a "*pledge*" so to use the book, is disproved by the whole course of the correspondence, and has, I think, been virtually admitted by Mr. Griffin himself. He now says, indeed, that the pledge was repeated a dozen times in my letters. I have not kept copies of our entire correspondence; but on applying to Mr. Griffin for it, he sent me his first letter to me, and my reply, as containing all that was necessary for the understanding of our bargain. I have just quoted from the latter of these letters the only reference they contain to the use of a text-book; and I have a very strong impression that Mr. Griffin's statement would have been nearer the truth, had he said that the

quotations he makes from my letters of 19th March and 3d April 1849, are the only extraets from the whole correspondence which could be so twisted as to infer the pretended pledge on my part; while my express denial of having come under any such pledge is several times repeated. The fact is, however, that even the two quotations in question, when read with their context, will be found, so far from supporting, actually to negative the idea of any pledge whatever having been given. To prove this, I have thought it right to quote at length on page 5 my letters of 19th March and 3d April 1849. The former of these contains the expressions now founded on by Mr. Griffin, "I told you that I would make the work my own text-book, and that I would arrange it in the way I thought best for the purpose of teaching." From the use which is now attempted to be made of this quotation, it might be supposed that Mr. Griffin had been expressing some doubts of my willingness to fulfil a previous pledge, and that the words in question were employed by me to remove his anxiety on that point; whereas, the expressions were used (as the context shews), not as a pledge to him, but as *stating one of the many reasons why I never contemplated giving up the copyright of the Manual*. That Mr. Griffin himself did not at this time suppose that I had come under any obligation to him to use the work as my text-book, is sufficiently proved by a letter which he wrote to me on the 28th March 1849. I had written to him on the previous day, "If my hands were to be tied up from bringing out a new text-book for my class, because I could not altogether avoid putting much in it which is in the one I have just written, I should think that I had placed myself in an unfortunate position." To this he replied, "I think that most of the difficulties that beset us may easily be cleared away. With that view I submit to you the following proposals:—1. That the copyright of the text-book on Botany be vested in J. J. & C. Griffin, in consideration of the sum of £200, to be paid by them to you on the completion of the work. This is the original arrangement. The following, intended to meet your present views, are new,"—*and, among the proposals which are thus admitted to be NEW, is the following one:—*"4. You agree to bring up every addition of the text-book to the state of the science at the time of its publication, and to write or use in teaching no other text-book." It was in reply to this *new* proposal that I wrote (3d April 1849), "The mode in which you

propose to solve my objections to giving you the copyright of my book would, in my opinion, be making matters worse; for you would not only take the copyright, but you would chain me down (which the mere possession of a copyright would not do), to use no other work for my class, whatever the price of it might be." And at the conclusion of the same letter, I stated, "The proposal to print a text-book for my class was my own, and you gave in to it, offering the same sum which you had done for a translation. Moreover, you proposed to print a large edition of 3000. In these circumstances, I did not consider the sum offered as too great for the labour connected with the edition, and as little do I now. But if the right to throw off a larger edition, and to obtain a given period, say five years, to sell off, will satisfy you, I will not be indisposed to entertain any fair proposal of that sort. I also think it right to tell you, that it is my full intention honestly to promote the sale of the book, not only by using it as my own text-book, but by endeavouring to get my friends to recommend it." No one can read the first paragraph of this letter without perceiving that the grounds on which I objected to Mr. Griffin's proposals were—*first*, that he claimed the copyright, and, *secondly*, that he wished to compel me to use the book as my class-book, "which," I say, "the mere possession of the copyright would not do," thus evidently shewing that I denied being under any obligation to use the work as my text-book. And if the last paragraph of my letter be compared with the garbled extract from it in Mr. Griffin's pamphlet (page 19), it will be seen that, so far from having come under the unqualified pledge which I am represented to have given, the sentence from which such a pledge is endeavoured to be inferred forms, in fact, part of a proposal made for the purpose of inducing Mr. Griffin to abandon his claim to the copyright. With that view, I offered to allow him to throw off a larger edition than the 3000 copies which I understood he had printed, and to give him five years to sell it off—that is to say, five years during which I was to be bound not to bring out any new edition; and in reference to that proposal I added, "I also think it right to tell you, that it is my full intention honestly to promote the sale of the book, not only by using it as my own text-book, but by endeavouring to get my friends to recommend it."

Other letters prove still more unequivocally my entire freedom

from any such obligation as that which it is now attempted to fasten upon me. Thus Mr. Griffin writes (23d April 1849), "that the work would be used by you as a text-book, was a contingency upon which I calculated before applying to you to write it Your claim to the book as your property, because you intend to use it as your text-book, stands therefore as nothing." These expressions, *of a subsequent date to the letters of mine relied on by Mr. Griffin*, are not surely such as he would have used, had I pledged myself, when I agreed to write the work, to use it as my text-book. Again, in another letter of date 27th June 1849, in answer to my offer to refer our dispute as to the copyright to Mr. Serjeant Talfourd, he says, "Before I agree to your proposal, I should like to know what are the questions that you propose to submit to him. Our correspondence has extended to such length, and involved so many considerations and proposals, that I do not know at this moment on what points we agree or disagree." He then proceeds, under distinct heads, to recapitulate our bargain, and my objections to his subsequent proposals in regard to it. The first four heads contain his version of the transaction, and under none of them does he so much as hint that I had come under a pledge to use the work as my text-book. Under the fifth head he says, "but the chief subjects of discussion in our correspondence relate to future corrected editions of the work;" and proceeding to enumerate what I wanted and what I objected to in reference to these future editions, he states as one point, "You objected to be compelled to use the book as your text-book, and I agreed to refer this grievance also, should you ever find it to be one, to arbitration." His letter concludes as follows:—"It appears to me that very few of the points referred to in this epitome of our correspondence can be decided by Mr. Talfourd, but must of necessity be settled by agreement between you and me. They are not questions of law, but of bargain, and mostly relating to a bargain proposed but not concluded. Any thing that Mr. Talfourd could decide, would leave us still under the necessity of bargaining with one another what are to be the terms on which any future corrected editions of the work are to be published. That is, in fact, the whole question, and in that it does not appear to me that Mr. Talfourd's opinion can greatly assist us. I shall be obliged by your taking these particulars into consideration, and letting me know exactly what case it

is that you wish to submit to Mr. Talfourd for his decision." In my reply (7th July 1849), I stated as "the points of difference between us," and which I proposed to refer to Serjeant Talfourd, the questions, Whether, under our correspondence, and upon payment of the £200, the copyright of my work was to belong to Mr. Griffin; and if not, whether he was to be entitled to print and sell as many copies of the edition as he could. I stated further, "I must not be held as acquiescing in the different propositions set forth under heads in your letter." And in noticing these very shortly, I said, "as I have from the outset claimed the copyright, I claimed, as such, not merely the complete right to correct future editions, but the entire control of them. I did not object to your selling price, but I only mentioned the increase of price to illustrate how my intention, of using my work as a text-book, might be frustrated, although the idea of objecting to being *compelled* to use the work as a text-book never once entered into my head, for the simple reason that I never came under any obligation to use it, whatever might have been your expectation or my intentions on the subject." This surely was sufficiently explicit. Mr. Griffin closed the correspondence (23d July 1849) by simply agreeing to my proposal to submit the copyright question to the decision of Serjeant Talfourd, and in so doing, never hinted the slightest objection to what I had stated as to my freedom from any obligation to use the work as my text-book. But this is not all. When I resolved, as already explained, to end the dispute by yielding the copyright, and to write a new text-book for myself, my solicitor, Mr. Bayley, wrote to Mr. Griffin:—"A copyright receipt, in the form enclosed in your letter of 15th March 1849, shall be transmitted to-morrow to his (Professor Balfour's) agent, Mr. Parnther, when, upon your paying the money, an end will be put to this vexatious matter. But I beg that it may be distinctly understood that, in the event of the £200 not being immediately paid, the concession now made of the copyright is not to be binding upon Professor Balfour." I think it right to quote at length Mr. Griffin's answer to this letter, and Mr. Bayley's reply:—

MR. GRIFFIN to MR. BAYLEY.

"*London, 11th April 1850.*—Sir, I have received your letter

of the 8th. I should have paid the £200 at once, but have heard from Edinburgh that Dr. Balfour had advised Messrs. M'Lachlan and Stewart, the booksellers, not to lay in a stock of the Manual of Botany, it not being his intention to use it in his class.

"I presume it is not Dr. Balfour's intention to depart from his engagement to use the book as a class-book, and to promote its sale. On hearing from you to this effect, I will at once settle with Mr. Parnter."

MR. BAYLEY to MR. GRIFFIN.

"13th April 1850.—Sir, I am favoured with your letter of the 11th, which has surprised me. For twelve months you have been carrying on a correspondence on the simple question whether, for the £200, you were entitled to the copyright of the Manual of Botany; but no sooner does Dr. Balfour, to save further discussion, agree to concede to you the right, than you raise another objection to paying the money. I know of no engagement come under by Dr. Balfour to use the book in question as his class-book, and most certainly he will come under no such obligation. Such an obligation would be preposterous, and its practical effect might be this, that the book, by becoming antiquated, was telling one thing, while the Professor in his lectures was teaching something else. What book the Professor may come to use must depend entirely upon circumstances hereafter to arise.

"But I can assure you of this, which I do from my own personal knowledge, that Dr. Balfour never advised Messrs. M'Lachlan and Stewart not to lay in a stock of the Manual. Mr. M'Lachlan had heard with great surprise that Dr. Balfour had never got a sixpence for writing the book, and in consequence felt alarm in laying in a stock, lest the Doctor should cease to use the book in his class. In my presence he spoke to the Doctor on the subject, when, in order to remove Mr. M'Lachlan's alarm, I gave him the assurance that there was no intention at present to use any other book, and that, for this year at least, Mr. M'Lachlan had nothing to fear. I beg again to repeat the condition upon which Dr. Balfour has agreed to concede the copyright, and remain," &c.

It is only necessary to add, that *after receiving this letter, Mr. Griffin paid the £200 without another word of objection.*

And yet, he now ventures to assert (Pamphlet, p. 31), that it was "under the influence of promises and written pledges to use the Manual of Botany as my class-book" that he agreed to pay me the money "which my copyright was not otherwise worth."

IV. I scarcely know whether I ought to waste time in noticing the only remaining charge made against me by Mr. Griffin—namely, that I have not disowned, nor declared my disapproval of a review of the second edition of the Manual of Botany, which appeared in the North British Agriculturist. My only reason for referring to this part of Mr. Griffin's Pamphlet is, that it affords me a fuller opportunity than I have hitherto had, of explaining the grounds on which I have found it necessary to disclaim all connection with this edition of my work, and to engage in the preparation of a new text-book for the use of my class. The gravamen of the charge against me lies in the assertion, that I had pledged myself to do all I could to promote the sale of the Manual, and that the review in question, for which I am assumed to be responsible, was "evidently written with the desire to destroy its sale." Now, in the *first place*, I have already distinctly proved that I never came under the pledge thus attributed to me. And in the *second place*, Mr. Guthrie, the respectable proprietor of the North British Agriculturist, has distinctly told Mr. Griffin, "that Professor Balfour, though contributing the leading articles of the Journal of Horticulture, is not responsible for the contents of the paper, and that the article in question was not written by him." If, in corroboration of this statement, any additional disclaimer on my part is necessary, I now state explicitly that I did not write the article—that I am in no way responsible for it—and that, though I frequently write a botanical article for the Journal in which it appeared, that Journal is in no respect under my guidance, and I have no right either to authorise or prohibit the insertion in it of any article whatever. Whether, therefore, the review in question has injured the sale of the second edition of my book, or whether that review was written with the view of injuring it, are matters with which I have nothing whatever to do. I suspect, however, that when Mr. Griffin calls upon me to disown the article, and declare my disapproval of it, he is desirous, if possible, to induce me to express a different opinion from that at

which the reviewer has arrived, in regard to the comparative merits of the two editions of the Manual of Botany. This I cannot do, even to gratify Mr. Griffin. Had I chosen to review the second edition of the book in a public journal, the allusions to my own name would have been less complimentary, and my fuller knowledge of the circumstances of the case might probably have led me to assume a graver tone in exposing the faults of the book in its latest shape. But, in regard, *first*, to the omission to correct errors pointed out by friendly reviewers of the former edition—*secondly*, to the absence of much additional matter which the more advanced state of botanical knowledge clearly demanded—and *thirdly*, to the occurrence of serious mistakes in the new edition, I could not have differed very materially from the author of the review.

In adverting very shortly to these three points, I may state that I do not know who the editor of the second edition of my work is. All the information with which Mr. Griffin favours us on that subject is, that he is "a gentleman well acquainted with botanical literature." In a letter from himself to the editor of the North British Agriculturist (Mr. Griffin's Pamphlet, page 24) he assumes the designation of "a Professor of Botany." All I know of him is, that his new edition of my book is not such as I think it ought to have been, or as I choose to be responsible for, and that his letter just referred to is written in a tone of querulous vituperation, which I have no desire to imitate. On one point I must confess some sympathy for this "Professor of Botany." I think he has been somewhat harshly dealt with in being compelled by Mr. Griffin to edit the second edition of my work *anonymously*. If it be true, as he asserts, that the work, as it has issued from his hands, is "several hundredfold more correct than the first edition," it was surely cruel that a gentleman so jealously sensitive on the subject of his own "literary and scientific character," should have been deprived of the credit of having corrected my innumerable blunders. It is possible, however, that he may not attribute the same importance that Mr. Griffin does, to the editorial labour involved in the removal of errors of the press, or mere verbal or grammatical inaccuracies overlooked in revising the proofs of the first edition; such, for example, as "*vary*" for "*varies*," "*contains*" for "*contain*," "*Micham*" for

"*Mitcham*," "genera" for "species," "woad" for "weld,"* and "drawn" for "dawn," as the translation of the Greek word ῥῶς. A gentleman "well acquainted with botanical literature" will scarcely concur in instancing, as a specimen of *bad English*, the expression "*Filiform filament*," as he must know that a filament is the botanical term for the stalk of the *anther*, and that it may not be *filiform* or *threadlike*. As a Latin scholar, he cannot deny that the neuter noun "*fissum*" means "a cleft," as well as the masculine "*fissus*." And if he agrees with Mr. Griffin in considering it a "mistake," in quoting a Latin or Greek verb, to put the original in the indicative mood, and the English translation in the infinitive, I can only tell him that it is one into which the most eminent lexicographers, including Ainsworth and Facciolati, have systematically fallen.† Were I to enter at length into the controversy regarding the orthography of the Hebrew names of plants contained in the Manual, I might perhaps expose myself anew to the charges of "conceit and pedantry," which this anonymous editor brings against me. I shall, therefore, content myself with remarking, that the first edition of the book undoubtedly contained some errors, in respect, principally, that the *final* forms of the Hebrew letters were used by the printer instead of the *initial*—that if thirteen such errors were (as is now alleged) detected, it is singular that only four of them are said to have been corrected—and that, according to Mr. Griffin (Pamphlet, p. 9), there are "two words incorrect in the second edition which were not incorrect in the first edition." The truth is, however, that

* Mr. Griffin's remarks on this trivial error of the press are so characteristic of the general tone of his Pamphlet, that I cannot resist quoting them. As one of his "specimens of the 409 errors contained in the first edition of Professor Balfour's Manual of Botany, and corrected in the second edition," he says,—"(P. 149.) *Reseda Luteola* is interpreted to signify *Woad*, and is classed among plants that yield *yellow* colouring matters. I take leave to state that *Woad* is a *blue* dye, and that it is derived from the *Isatis tinctoria* of Linnæus, a plant which, under that name at least, is not to be found in the Manual. It is not even named among the plants that yield blue dyes. On the contrary, the *yellow* colouring matter derived from *Reseda Luteola* is not *Woad* but *Weld*." This last piece of information he probably derived from the much-maligned first edition of my work, where it is stated (p. 364) "*Reseda Luteola*, Weld, yields a yellow dye." On the immediately preceding page he might have found "*Isatis tinctoria*, Woad, when treated like Indigo, yields a blue dye."

† The same so-called *mistake* occurs throughout the Glossary of the work on Descriptive and Physiological Botany by Professor Henslow of Cambridge.

it is not of corrections made, but of omissions to correct, that I complain. The writer in the North British Agriculturist truly states, in reference to the second edition, "In botanical geography the erroneous statements pointed out by Hooker and Watson have been left unaltered." The anonymous editor, with great simplicity, asks, "What statements? When and where were they pointed out?" I will tell him. In a notice of the first edition of the Manual, contained in Sir William Hooker's Journal of Botany (vol. I. p. 224), fault is very properly found with my statement that "the *Murricchi* or *Ita* Palm, the *Phytelephas* or Ivory Palm, and the *Victoria regia*, are peculiar to *Guiana*." * So also, in the botanical journal, named the Phytologist, an article appeared in July 1849, highly laudatory of the first edition of my Manual; and in that article, which the writer in the North British Agriculturist evidently attributes, and I believe rightly, to Mr. Hewett Watson, I am blamed for quoting, on the subject of types in botanical distribution, Mr. Watson's publication of 1835, in preference to the later dated one in 1847, "particularly," it is added, "with the use of the present tense, which implies that the arrangement now in use by this writer is still the same as that of 1835." Now, none of these errors, the existence of which I willingly admit, have been corrected in the second edition of my book; and I am thus held forth to the public as obstinately persisting in mistakes, which the slightest attention to the remarks of friendly critics would have enabled me to rectify. Of precisely the same nature is the omission to mention the recent views of Schleiden on the vital functions of Cells, which was noticed as a fault in the first edition, by a writer in the Athenæum. And if, in addition to these more special and particular defects, I were to endeavour to

* "Now, of the first" says the reviewer, "the *Murricchi* (*Mauritia flexuosa*) the localities given by Kunth are—'In pratis provinciarum Maragnameis, Paraensis, Fluminis Nigri: similibus locis provenit in Guiana Gallica, in Surinama, Berbice, et Essequibo, in provinciis Cumanensi et Caracasana ad ostia Orinoci et prope montem Duida: nec non in Peruviae locis depressis reperitur secundum Pavonium.' Of the *Victoria*, it has been explained, (See Bot. Mag. under table 4275-4278) that it has very extended localities in the still waters of the whole of the warm parts of Eastern South America, in the same way as the *Nelumbium Jamaicense* occupies the Lagoons in the warm parts of Eastern America north of the line; while, in regard to *Phytelephas*, some account of that interesting Palm in the present number of our Journal shows that there is no authority whatever for stating it to be a native of Guiana at all! It inhabits Peru and Columbia."

enumerate the omissions of a more general nature, the catalogue would, I fear, be very tedious. It may suit the commercial views of Mr. Griffin to maintain that the work, having "only been finished eighteen months, could require but little alteration." But, notwithstanding an author's natural partiality for his own book, I am so far of a different opinion, that had I revised the second edition of the Manual, there are very many subjects in regard to which I should have thought it unpardonable not to avail myself of the information derivable from recent Botanical writers: in Embryogeny, for example, from the researches of Hofmeister, Tulasne, Gasparrini, Leszczyc-Suminiski, and others; in the Chemistry of Vegetation, from the recent investigations of Liebig, Johnston, Anderson, and Wilson; in Fossil Botany, from the work of Unger,* and from the observations of Brongniart in the "Annales des Sciences Naturelles," for 1849. These are some of the sources to which I should have had recourse sometimes to confirm, but more frequently to correct or modify my previous views and statements. So also in Botanical Geography, the important views lately promulgated by Schouw and others, lead to different conclusions from those contained in the Manual; and, besides the additions made to this department of the science by travellers, such as Hooker and Thomson, attention ought to have been paid to the observations of Boussingault and De Candolle, in regard to the action of heat on plants, and the effects of temperature in modifying their distribution. It may be said, perhaps, in regard to these and many other similar omissions in the second edition of my book, that the editor whom Mr. Griffin chose to employ is not responsible for them, seeing that "the express and positive instructions of the publishers," to which he boasts his adherence, bound him, *inter alia*, "to reprint the work *verbatim*, correcting only the evident errors of the press." Now, *in the first place*, it is not with the editor, but with the publishers that I have to do. And I maintain that, in whatever form they chose

* For example, Unger, in his work on the Genera of Fossil plants, enumerates 2421, while the number stated in my Manual is 1792. The Editor of the second edition seems to think, that an examination of the Fossil Flora is no part of a Botanical course. I can only say that I differ from him, both in theory and in my practice as a teacher of Botany, and I am glad to be able to refer, in confirmation of my views, to the high authority of Dr. Joseph Hooker, as quoted in the Manual, 1st edition, p. 592.

to bring out the second edition of my Manual, they ought, at my request, to have let the public know that I was not responsible for it, and they have no right to complain that an announcement to that effect is made by myself, or by a friendly reviewer. *In the second place*, I must express my astonishment, that a respectable editor should have allowed himself to be so tied down by his publishers' instructions as not to feel at liberty, for example, to correct the notices of the exports and imports of various articles of commerce up to the date of publication, and to find himself compelled, notwithstanding Weddell's interesting discoveries, still to attribute yellow bark to an unknown species of *Cinchona*. And I may mention, that what renders this last error still more ridiculous is, that for more than nine months there have been specimens of *Cinchona Calisaya* in the Edinburgh Botanical Garden; so that, while the new edition of my Manual tells the world that the plant is unknown, I am actually exhibiting it in the lecture room. But, *in the third place*, I deny that the work has, with the exception of errors of the press, been reprinted verbatim; or that, as the editor declares, "no novelty has been introduced," and "the two editions are not only essentially, but verbatim the same." How this assertion can be made by a gentleman who occupies more than a page of Mr. Griffin's Pamphlet in explaining his reasons for having, "after due consideration," altered my arrangement of one of the natural orders, I confess myself unable to understand. For my own part, I consider the insertion of the *Rhizanthæ* as an order under the sub-class *Glumaceæ*, as not only a glaring and uncalled for "novelty," but as a gross botanical error, and one for which I certainly do not choose to be held responsible. To justify it by the authority of Lindley or Endlicher, is plainly impossible, as both of these authors place the Rhizanthæ even in a distinct class,—the former, indeed, putting it on a level with Endogens in botanical value, while the latter, makes it equal in value to Glumaceæ. Neither will it do for the editor to assert, that he has placed Rhizanthæ not *among*, but *after* the glumaceous orders. A reference either to the index or to the body of the work will prove that this is not the case. And an explanation which would represent, for example, *Cycadaceæ* as not *under*, but *after* *Gymnospermæ*, and *Algæ* as not *under* *Thallogens*, but *after* them, is not probably one to which even this Editor would, on consideration, wish to adhere.

I think I have now stated fully enough some of the reasons

on account of which, while I distinctly disown the authorship of the review in the North British Agriculturist, I cannot declare my disapproval of it. Another critical notice of the second edition of the Manual has since appeared in the Monthly Journal of Medical Science. I do not know whether, by printing this review, and his own remarks on it as a supplement to his Pamphlet, Mr. Griffin intends to connect me with its publication, in the same way that, in the face of a distinct assurance to the contrary, he asserts my responsibility for the article in the North British Agriculturist. If he does, I can only say that he is again entirely mistaken, and that I not only had nothing whatever to do with this second review, but that I am not even a contributor to the excellent journal in which it appeared. Mr. Griffin's angry attack on the eminent conductors of the journal has been met in the August number by a statement, that it appears from his Pamphlet that the question between him and me is more complex than they had supposed, and that as nothing could be more remote from the objects of their journal, or their own desire, than an attempt to adjust the merits of a commercial difference, they regret having expressed any opinion on this part of the subject. This statement only renders more necessary the publication of the present letter. I trust that the question between me and Mr. Griffin has, by the explanations which I have thought it right to make, been deprived of much of its complexity, and that my respected friends and colleagues, by whom the Monthly Journal is conducted, will, in their private capacity at least, acquit me of all blame in the transactions connected with the Manual of Botany. And I venture, in conclusion, to express a similar hope that you, my dear Sir, to whom I have taken the liberty of addressing myself, will find nothing either in the charges brought against me, or in the manner in which I have found it necessary to reply to those charges, to diminish the kindness and cordiality with which you have uniformly treated me, and which entitle me to subscribe myself, with the highest respect for your scientific attainments and your personal character,

Your much obliged and faithful Friend,

J. H. BALFOUR.

